ATTACHMENT “C”
TO STUDENT INTERNSHIP MASTER AGREEMENT (UNPAID) (“AGREEMENT”)

CONFIDENTIAL AND NON-DISCLOSURE AGREEMENT
(“CONFIDENTIALITY AGREEMENT”)

___________________________ (hereinafter referred to as “COMPANY”) owns and/or represents that it is the owner of certain valuable, proprietary information, including but not limited to the following:

- Technology, knowledge, know-how, reagents and/or patent applications concerning ____________________________ [description of technology, information, etc], and that such INFORMATION is the basis for potential ____________________________ (describe the type of product, device, etc); and
- Human resources, payroll, fiscal, research, computer systems, computer access, management information, and/or personal computer access codes (hereinafter referred to as "Information").

COMPANY is willing to disclose to Students such Information as may be necessary to permit Students to provide Services pursuant to the Agreement between the COMPANY and The Administrators of The Tulane Educational Fund d/b/a Tulane University ("TULANE"), provided however that TULANE and each Student participating in the Program with COMPANY agrees to the terms and conditions contained in this Confidentiality Agreement. To wit:

By signing this document, TULANE and Student (hereinafter alternatively referred to as “I,” “My,” “Myself,” or “Me”) acknowledge that I have read this Confidentiality Agreement and understand its contents. I furthermore agree not to directly or indirectly use or disclose Information without proper authority and specifically agree with the following:

1. In the course of my providing Services at COMPANY’s Facility, I may come into the possession of Information. I understand that such information must be maintained in the strictest confidence.
2. I agree to limit disclosure of the Information to those who I consider necessary to complete the aforementioned Services. All such individuals to whom I will disclose any Information shall be bound to terms of secrecy and limited use comparable in scope and duration to those described herein.
3. I agree not to use, disclose or discuss any Information with others, including friends or family, who are not authorized or who do not have a need-to-know.
4. I agree not to access any Information other than what is required to perform Services.
5. I agree not to make any unauthorized transmissions, inquiries, modifications, or purging of data in any COMPANY computer system. Such unauthorized transmissions include, but are not limited to, removing and/or transferring data from a COMPANY computer system to unauthorized locations (e.g., to home).
6. I agree to log-off prior to leaving any COMPANY computer or terminal unattended.
7. I agree that I will not publish, distribute or, in any way, disclose any Information to any third party and will use my best efforts to prevent inadvertent disclosure of any Information to any third party.
8. All materials, including, without limitation, documents, data, drawings, photographs and lists, furnished to me by COMPANY hereunder shall remain the property of COMPANY and/or its associates and shall be returned promptly to COMPANY at its request, together with any and all
copies thereof. One copy may be retained by the TULANE legal department for archival purposes only, providing notification thereof is given to COMPANY.

My obligations with respect to any and all of the Information, as set forth above, shall continue in full force and effect for a period of five (5) years from the date hereof, unless waived in whole or in part by COMPANY in writing. Such obligations, however, shall not apply to any Information disclosed:

1. Which, at the time of disclosure, is in the public domain;
2. Which, after disclosure, has become part of the public domain, by publication or otherwise, through no fault of myself;
3. Which, at the time of disclosure, already is in my possession, my having received same from sources other than COMPANY which have the right to disclose such Information, and providing that such prior possession can be properly demonstrated by me;
4. Which is made available to me by an independent third party, provided, however, that such Information was not obtained by said third party, directly or indirectly, from COMPANY; or
5. Which was developed by me independently and without the benefit of Information received from COMPANY, as evidenced by my written records.

The terms and conditions of the Agreement are hereby incorporated by reference into and made part of this Confidentiality Agreement. All defined terms in the Agreement shall have the same meaning when used in this Confidentiality Agreement.

I have read and agree to the terms and conditions of this agreement, and understand that any violation may result in corrective action, up to and including termination and/or suspension and loss of privileges.

_________________________________________________  ______________
Signature                                      Date
____________________________________________
Print Name

Please return this signed Agreement to your Faculty Supervisor at TULANE so that it can be furnished to COMPANY.